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***SECTION 2***  
***CONTRACT FORMS***

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NOTICE OF AWARD

TO: «ContractName»  
«ContractAddr»  
«ContractCity», «ContractState» «ContractZip»

PROJECT: «TitleCaps»

You are notified that your Bid which was opened on «Bidopening» has been accepted for items in the amount of «ContractDollars» *for (fill in awarded parts, i.e. Base Bid and Alternate C, ..... or delete).*

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

«OwnerCaps»

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«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

ACKNOWLEDGMENT

«ContractCAPName»

**DO NOT SIGN. FOR REFERENCE ONLY.  
OWNER WILL SEND SIGNED COPY.**

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«ContractFirst» «ContractLast», «ContractTitle»

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Date

CONTRACT

FOR «TitleCaps»

THIS AGREEMENT, made and entered into at «OwnerCity», «OwnerState», this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the «OwnerMuni», «OwnerState» and «ContractName».

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond or Performance and Payment Bond
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Contract Drawings, if any

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the OWNER may direct. Further he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to «Liquidated», for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is «ContractDollars».

This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

«ContractCAPName»

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«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

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«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

I hereby certify that funds in the amount of «ContractAmtwords» Dollars («ContractDollars») necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.

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«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

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«OwnerLegalName», «OwnerLegalTitle»

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS  
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) **CERTIFICATE OF INSURANCE FOR  
CONTRACTOR'S GENERAL LIABILITY INSURANCE POLICY  
AND AUTOMOTIVE INSURANCE POLICY**
  
- B) **CERTIFICATE OF INSURANCE FOR  
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**
  
- C) **CERTIFICATE OF WORKER'S COMPENSATION**
  
- D) **CONTRACT BOND OR PERFORMANCE AND PAYMENT BOND**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |                               |                |
|----------|-------------------------------|----------------|
| PRODUCER | CONTACT NAME:                 |                |
|          | PHONE (A/C, No, Ext):         | FAX (A/C, No): |
|          | E-MAIL ADDRESS:               |                |
|          | INSURER(S) AFFORDING COVERAGE |                |
|          | INSURER A:                    |                |
|          | INSURER B:                    |                |
| INSURED  | INSURER C:                    |                |
|          | INSURER D:                    |                |
|          | INSURER E:                    |                |
|          | INSURER F:                    |                |
|          |                               |                |
|          |                               |                |

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY)        | LIMITS                                 | * See Note |
|----------|---|-----------|----------|---|-------------------------|--------------------------------|--|------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | <b>* Note:</b><br><b>Limits shall be at least the minimum shown in the Supplemental Conditions, Item SC-5.04(B)(2).</b> |                         |                                | EACH OCCURRENCE \$                     |            |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                         |           |          |   |                         |                                | COMBINED SINGLE LIMIT (Ea accident) \$ |            |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |           |          |   |                         |                                | EACH OCCURRENCE \$                     |            |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |   |                         |                                | PER STATUTE    OTH-ER                  |            |
|          |   |           |          |   |                         |                                | E.L. EACH ACCIDENT \$                  |            |
|          |   |           |          |   |                         |                                | E.L. DISEASE - EA EMPLOYEE \$          |            |
|          |   |           |          |   |                         | E.L. DISEASE - POLICY LIMIT \$ |  |            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Project Name  
- City of Wheeling and CT Consultants, Inc. are Additional Insured with a Waiver of Subrogation and primary and non-contributor language on General Liability, Auto Liability and Umbrella. Workers Compensation includes a Waiver of Subrogation. It is understood and agreed that any insurance carried by the named Additional Insured is excess and in no way contributory or quota share.

CERTIFICATE HOLDER                      CANCELLATION

|   |  |
|---|--|
| <b>City of Wheeling</b><br><b>1500 Chapline Street</b><br><b>Wheeling, WV 26003</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE  |

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### Non-Contributory and Blanket Subrogation

**SUPPLEMENTAL BOND ACKNOWLEDGEMENT**

PROJECT: Fifth & Main Streets Sewer Separation – Phase 03N - REBID

OWNER: City of Wheeling, WV

By signature of the attached Contract and these presents the undersigned contractor and his surety acknowledge that the attached Contract Bond or Performance and Payment Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is one year commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within (1) one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

**BIDDER**

**SURETY**

BIDDER: \_\_\_\_\_

SURETY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

\*Attach Power of Attorney

NOTICE TO PROCEED

Project: «Title»

Owner: «OwnerMuni»  
«OwnerAddr»  
«OwnerCity», «OwnerState» «OwnerZip»

To: «ContractName»  
«ContractAddr»  
«ContractCity», «ContractState» «ContractZip»

Date: \_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by «Completion\_Date».

«OwnerCaps»

\_\_\_\_\_  
«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»